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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

COLLEGE OF THE LAW, SAN
FRANCISCO a public trust and
institution of higher education
duly organized under the laws
and the Constitution of the
State of California;
FALLON VICTORIA, an
individual;
RENE DENIS, an individual;
TENDERLOIN MERCHANTS
AND PROPERTY
ASSOCIATION, a business
association;
RANDY HUGHES, an individual;
and
KRISTEN VILLALOBOS, an
individual,

Plaintiffs,

v.

CITY AND COUNTY OF SAN
FRANCISCO, a municipal
entity,

Defendant.

Case No. 4:20-cv-03033-JST

**DECLARATION OF MATTHEW D.
DAVIS IN SUPPORT OF
PLAINTIFFS' RESPONSE TO
ADMINISTRATIVE MOTION OF
DEFENDANT CCSF TO RELATE
CASES**

**ASSIGNED FOR ALL PURPOSES
TO THE HONORABLE JON S.
TIGAR**

Trial Date: (None set yet)

I, Matthew D. Davis, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am a partner with Walkup, Melodia, Kelly & Schoenberger, attorneys of record for Plaintiffs in this case. I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would competently testify thereto.

2. My responsibilities in this litigation have included serving as the primary liaison for plaintiffs during settlement discussions with defendant City and County of San Francisco (the "City"). I have also been responsible for being the attorney who met-and-conferred with the City when plaintiffs believed that the City

1 was in breach of the Stipulated Injunction. I also actively monitored information
2 relevant to the litigation and Stipulated Injunction, such as the “tent counts” that
3 were regularly conducted in the Tenderloin following the entry of the Stipulated
4 Injunction.

5 3. Since the Stipulated Injunction was entered on June 30, 2020, I
6 initiated numerous meet-and-confers with the City Attorney’s Office about City’s
7 compliance with the Stipulated Injunction, especially the City’s obligation to “make
8 all reasonable efforts” to permanently reduce the number of tents and encampments
9 to “zero.”

10 4. Until earlier this year, my counterpart at the City was Deputy City
11 Attorney Ryan Stevens. I had a number of meet-and-confer telephone calls, text
12 messages and email exchanges with Mr. Stevens in an effort to settle and resolve
13 what plaintiffs’ believed to be the City’s breaches of the Stipulated Injunction. On
14 more than one occasion, I, on behalf of the plaintiffs, threatened to escalate the
15 dispute to the settlement conference (as contemplated and set forth by the Stipulated
16 Injunction). However, until recently, plaintiffs were able to resolve their disputes
17 with the City without requesting the settlement conference, let alone escalating the
18 dispute to the attention of the Court. The majority of my meet-and-confer settlement
19 discussions with Mr. Stevens pertained to the City’s obligation to make all
20 reasonable efforts to permanently reduce the number of tents and encampments to
21 zero.

22 5. Based on my review of the tent counts and my personal experience in
23 walking the streets of the Tenderloin, in the immediate months following the entry of
24 the tremendous progress was made with respect to the sidewalk camps in the
25 Tenderloin; on some days the number of tents and encampments dropped to the
26 single digits.

27 6. Starting in 2021, a backslide occurred in that the number of tents and
28 encampments in the Tenderloin started to creep up. This prompted plaintiffs to

1 initiate numerous meet-and-confer communications with the City. This would
2 sometimes result in the resumption of enforcement efforts by the City and a
3 reduction in the number of tents and encampments.

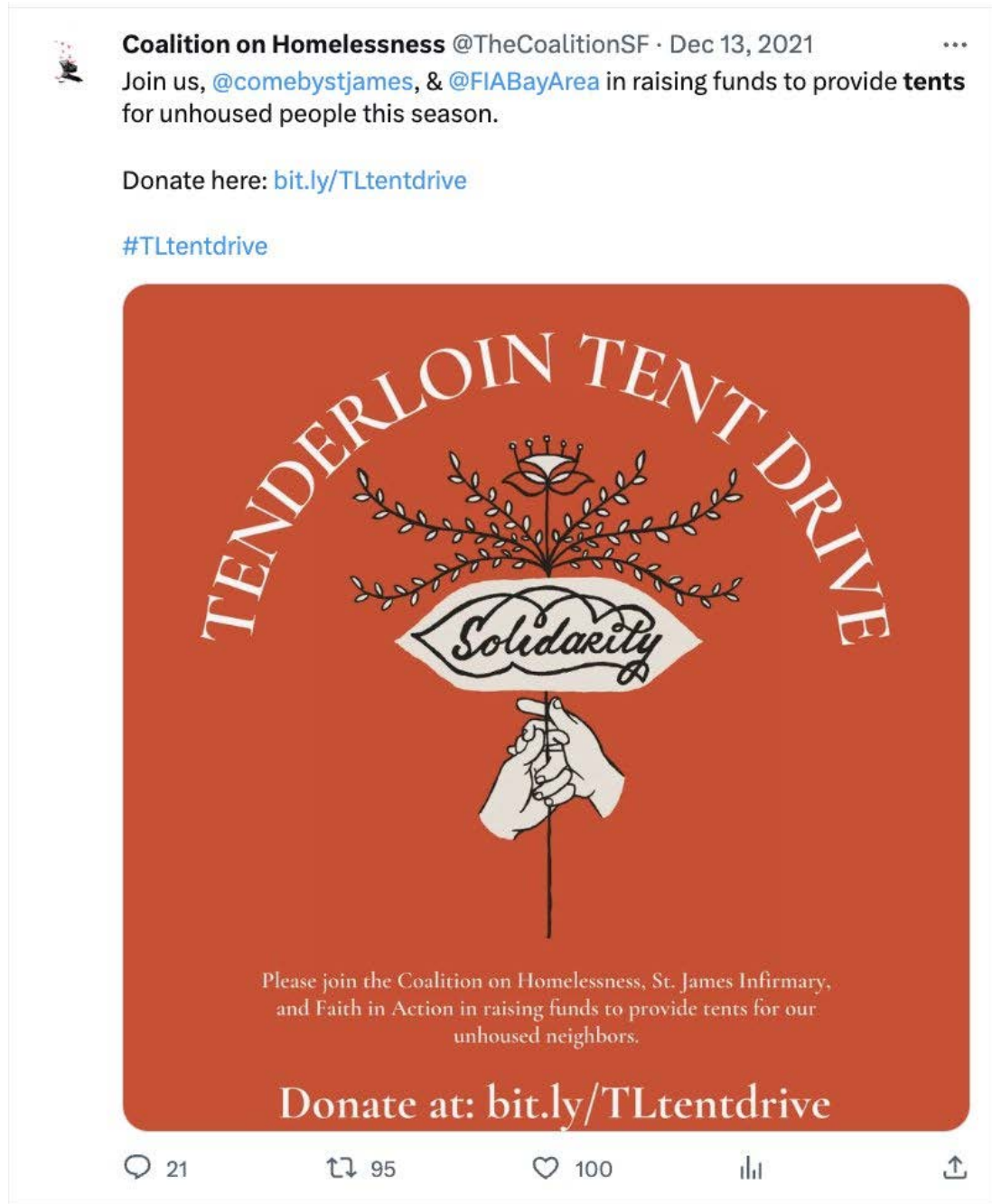
4 7. Beginning in about the end of 2022, the conditions in the Tenderloin
5 suddenly started to get much worse. Once again, some sidewalks became impassible.
6 As a consequence, plaintiffs ramped up the meet-and-confer efforts with the City. But
7 conditions seemed to only get worse. By June of 2023 conditions got so bad that
8 plaintiffs retained a licensed private investigator, Lindon Lilly, to document the
9 conditions in the Tenderloin in anticipation of eventually submitting a dispute to this
10 Court. Submitted with this response is that investigator's declaration.

11 8. In about July of this year, Mr. Stevens informed me that he was leaving
12 the City Attorney's office to join a private law firm. In late August of this year, I
13 learned that Deputy City Attorney Zuzana Ikels would be my new counterpart. My
14 meet-and-confer settlement discussions with the City have been primarily through
15 her since then.

16 9. In about July of this year, I became informed and came to believe,
17 through meet-and-confer discussions with the City and other sources, that the
18 Coalition on Homelessness ("COH") was allegedly instructing people camping on the
19 Tenderloin's streets and sidewalks to refuse the City's offers of shelter by citing to a
20 preliminary injunction issued in a separate case that the COH filed after it
21 intervened in this case. At about that time City reported that it felt that it could not
22 comply with the Stipulated Injunction because it was stuck between a rock and hard
23 place. That is what prompted plaintiffs to request a formal settlement conference in
24 this case.

25 10. I recently reviewed social media postings made by the COH. The
26 included the following post appeared on the COH's Twitter feed in December 2021:

27
28



Source: <https://twitter.com/kattenburger/status/1707085556834869587/photo/1> (accessed on 10/7/2023 at 2:09 p.m.) (Davis decl. at ¶IX.)

11. I was struck by both the content and date of the above Twitter post. It was apparently made in December 2021, more than one year after this Court explicitly granted the COH the right to seek to modify and improve the Stipulated Injunction in this case. However, the COH has never made any overture to plaintiffs in this case to do so. It appears that the COH was instead soliciting donations to pay

1 for tents to distribute to people for the purpose of camping in the Tenderloin, which
2 violates the spirit, if not the letter of the Stipulated Injunction.

3 I declare under penalty of perjury under the laws of the United States of
4 America that the foregoing is true and correct to the best of my knowledge.

5 Executed on this 6th day of October, 2023, at San Francisco, California.

6
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8 Matthew D. Davis